

Terms of Service

Effective Date: 2021-01-20

Welcome! Please read these Terms of Service (the "Agreement" or "Terms") carefully, along with any other policies or notices and our Privacy Policy (defined below), as they lay out the rules, terms, and guidelines for you to follow when using and accessing our website SNAFU (the "Site") (collectively, the "Services"). This Agreement governs your use of the Site and constitutes a legally binding agreement between each user ("you," "your," or "User") and SNAFU Collective ("we," "us," or "our").

By using the Site, you agree to follow and be bound by these Terms and agree to comply with all applicable local, state, and federal laws and regulations. If you do not agree to the terms of this Agreement, do not access the Site.

We may revise these Terms at any time without notice to you. If you have any questions about these Terms, please contact us at hello@nftsnafu.org.

Overview

This section is a brief summary of the highlights of this Agreement. Know that when you accept this Agreement, you are accepting all of our Terms and not just this section. Simply by using the Services, including browsing the Site, you are agreeing to our Terms, so please read carefully.

These Terms outline approved uses of the Services, various licenses we grant to you, and the licenses you grant to us.

How You Accept These Terms

By accessing or using the Site in any manner, you acknowledge that you have read, understood, and agree to these Terms, as well as the accompanying privacy policy ("Privacy Policy"), which is also accessible on the Site.

Note that we reserve the right to modify the Terms at any time at our sole discretion. Any changes to the Terms will be posted on our website and will become effective immediately upon posting. It is your responsibility to check for updates to this Agreement periodically.

If the changes are significant, we will do our best to notify you through a notification on the website or an announcement on our social media accounts. Please check the

effective date above to determine if there have been any changes since you last reviewed these Terms.

If you do not agree to this Agreement or any modifications to this Agreement, you should not use the Services. Your continued use of the Services after any amendment or modification to the Agreement constitutes your consent to the amended or modified Agreement.

Eligibility

You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than eighteen (18) years of age), to use our Services. If you are under eighteen (18) years old and would like to use our Services, you can, but only if a parent or legal guardian who is at least eighteen (18) years old supervises you. In all cases, such adult will be considered the User and is responsible for any and all activity on your Account.

You can only use the Services to the extent the laws of your jurisdiction or the Republic of Estonia do not bar you from doing so. Please make sure these Terms are in compliance with all laws, rules, and regulations that apply to you.

By using the Services, you represent and warrant that you meet all eligibility requirements we outline in these Terms. We may still refuse to let certain people access or use our Services. We may also change our eligibility criteria at any time.

Third Party Services and Content

Our Services may contain links to third-party websites or services that are not owned or controlled by us.

We utilize links and other tools to connect users to third party services and websites, such as Google Analytics or Ramp ("Third Party Services," each a "Third Party Service"). We have no control over and assume no liability or responsibility for, the content, privacy policies, or practices of these Third Party Services, or the accuracy, reliability, or currentness of those services.

Users who access or use a Third Party Service through us are solely responsible for complying with the terms and policies of these third parties. We strongly advise you to read the terms and conditions and privacy policies of any Third Party Service that you visit.

In no event shall a description or reference to a third party's product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an endorsement of such third party product or service by us. We retain the exclusive right to add to, modify, or cancel the availability of any Third Party Service at any time.

Intellectual Property

The Site contains copyrighted material, trademarks, and other proprietary information, including but not limited to text, software, photos, and graphics, and may in the future include video, graphics, music, and sound ("Content"), which is protected by copyright law, registered and unregistered trademarks, database rights, and other intellectual property rights. Unless otherwise provided, we exclusively own the Content and your use of our Services does not grant you any right, title, or interest in or to the Content.

Your Use of Our Services

You are responsible for all of your activity in connection with our Services and for any use of your Account. When using our Services in accordance with these Terms, we grant you a limited, personal, non-commercial, non-exclusive, non-transferable, non-assignable, and revocable license to use our Services. When using our Services, we ask that you abide by some common sense ground rules:

- **Don't Use Our Services to Break the Law.** You agree that you will not violate any laws when using our Services. This includes any local, provincial, state, federal, national, or international laws or regulations that may apply to you.
- **Don't Try To Harm Our System.** You agree not to distribute any virus, worm, Trojan horse, or other harmful computer code through our Services. You also agree to not take any action that may impose an unreasonable or disproportionately large load on our, or any of our Third party Services', infrastructure.
- **Don't Attempt to Circumvent Our Security.** You agree not to bypass, circumvent, or attempt to bypass or circumvent any measures we may use to prevent or restrict access to our Services, including without limitation other accounts, computer systems, or networks connected to the Site.
- **Don't Steal From Us.** You agree not to "crawl," "scrape," "spider," decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any

source code, data, or underlying ideas or algorithms of any part of our Services.

- **Don't Copy From Us.** You agree not to copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post, store, or transmit any of our Content, including without limitation any marks, in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or otherwise.
- **Respect our Intellectual Property.** The name "SNAFU" and any graphic elements, design elements, presentations, phrases, designs, logos, layout, and source code of our Services are owned by us and are protected by copyright, trademark, and other laws.
- **Respect our Service.** Do not take any action that: (i) interferes or attempts to interfere with the proper working of our Services or any activities conducted using our Services; (ii) circumvents any security-related features of our Services; builds, or authorizes another party to build, a competitive product to our Services; (iii) recruits or otherwise solicits any user of our Services to join third-party services or websites that are competitive to our Services; or, (iv) bypasses any measures we may use to prevent or restrict access to our Services.
- **Provide Us with Feedback.** Your feedback can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to us (and are not including your User Content (defined below)) are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation, credit, or acknowledgment.

Any use of our Services other than as specifically authorized in this Agreement, without our prior written permission, is strictly prohibited and will terminate your license to use our Services.

License You Grant to Us Over User Content

There are areas of the Site and areas on Third Party Services where you can communicate with us. We do not own any of your content. However, by providing content to us, you grant us a license to use it. These communications between you and us will be referred to as "User Content."

When you submit code, post, or otherwise direct communications to us (through the use of the Site, or via a phone call, email, Slack message, etc., with a member of our team) you give us a license to modify, use, adapt, copy, and publish your User Content. You agree that this license includes the right for us to use your User Content for commercial advertising and promotional purposes and to improve the Site. You agree that the User Content provided to us is non-confidential and that we have the right to unrestricted use for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

In uploading any work through our Services as User Content, you authorize other members who have access to that Service to make personal and customary use of the work and acknowledge that it may not be protected by copyright.

Permission to Use Your Content. You retain all ownership rights (to the extent there is any) in any User Content that you post to the Site. However, by submitting any User Content, you hereby grant us a universal, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to use, view, copy, adapt, modify, distribute, license (including under an open-source license), sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content, in full or in part, in connection with our Services, subject to the terms of our Privacy Policy. Note that this means that we may use any published listings for commercial means and may sell or exchange information (except personal information pursuant to our Privacy Policy) with third parties.

Responsibility for Your Content. You should only provide Content that you have the right to share and are comfortable sharing with others under this Agreement. Don't upload, post, or otherwise transmit any User Content to, or through, our Services that infringes, misappropriates, or otherwise violates any copyright, trademark, or other intellectual property rights, right of privacy, right of publicity, or any other right of any entity or person, or that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or our rules or policy. If you do so, we reserve the right to remove any and all of your User Content from our Services at any time at our sole discretion.

Approval of Content.

We do not verify or pre-approve any posted User Content, and material in the form of opinions are not our opinions.

Intellectual Property Infringement

If you think any of the Content or User Content on our Site infringes on your intellectual property rights (e.g., trademarks, patents, trade secrets, rights of publicity, etc.), send us a request to take down such infringing content by emailing us at hello@nftsnafu.org our best to take it down as expeditiously as possible. Your complaint or request should include:

- The intellectual property you own that is being infringed;
- A description of the content you believe infringes upon your intellectual property;
- The website URL that contains or is associated with the infringing content; and
- A short explanation of how the content infringes your rights.

Complaint Processing

Once we receive a complaint, we will make our best efforts to review it as soon as possible. If you have provided all of the information above, we will promptly remove or block access to the content and will send a notice to the other user indicating that we have done so.

Counter Notice

If you receive a notice that we have removed infringing or false content, and you believe that we have acted as a result of misidentification or error, you can lodge a counter notice ("Counter Notice") by emailing us at hello@nftsnafu.org. Any Counter Notice should include:

- Your full name, telephone number, and email address;
- An identification of the material that we have taken down;
- A statement under penalty of perjury that you have a good faith belief that the material was removed as a result of mistake or misidentification;
- A statement that you consent to the jurisdiction of the Pärnu county court of Estonia, and that you will accept service of process from the complaining party or its agent in the event that a lawsuit is filed against you relating to such content; and
- Your physical or electronic signature.

If we receive such a Counter Notice, we will re-upload the content, unless we first receive notice from the complaining party that it has filed a lawsuit or other action seeking a court order to keep you from engaging in the allegedly infringing activity.

Limitation of Liability & Disclaimer of Warranties

You understand and agree that we have no control over, and no duty to take any action regarding:

- which members subscribe to our Services;
- what content you access via our Services;
- what effect the content may have on you;
- how you may interpret or use the content; or
- what actions you may take as a result of your exposure to the content.

You release us from all liability related to you acquiring or not acquiring content through our Services. The Site may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. We make no representations concerning any such content contained in or accessed through our Site, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through our Services. Your interactions with organizations and/or individuals found on or through the Site, including membership payment or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organizations and/or individuals.

Warranty & Limitation of Liability (or The Things You Can't Sue Us For)

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, COUNSEL, EMPLOYEES, CONSULTANTS, LAWYERS, AND OTHER PERSONNEL AUTHORIZED TO ACT, ACTING, OR PURPORTING TO ACT ON OUR BEHALF (COLLECTIVELY THE "COMPANY PARTIES") BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: (A) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS'

FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED) OF ANY KIND WHATSOEVER RESULTING FROM: (I) YOUR ACCESS TO, USE OF, OR RELIANCE ON ANY CONTENT, MATERIALS, TEMPLATES, AGREEMENTS AND FORMS PROVIDED THROUGH THE SITE OR ANY ERRORS OR OMISSIONS IN ANY CONTENT, MATERIALS, TEMPLATES, AGREEMENTS, AND FORMS; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITE OR OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (B) ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE GREATER OF: (I) FEES PAID TO US FOR THE APPLICABLE PRODUCTS; OR (II) €100.00.

THESE LIMITATIONS APPLY REGARDLESS OF LEGAL THEORY, WHETHER BASED ON TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Disclaimer

OUR SERVICES AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESSOR IMPLIED, RELATING TO THE SITE OR ANY CONTENT ON THE SITE, WHETHER PROVIDED OR OWNED BY US OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE CONTENT, MATERIALS AND FORMS ACCESSIBLE VIA THE SITE ARE ACCURATE,

COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS.

OBTAINING ANY FORMS OR MATERIALS THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. WE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Indemnification (or What Happens If You Get Us Sued)

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Site; (ii) any User Content you post, program, upload, use, distribute, store, or otherwise transmit through the Site; (iii) your violation of any term of this Agreement; or, (iv) your violation of any law, rule, or regulation, or the rights of any third party.

Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one (1) year after such claim arose where, for purposes of this section, the time that the injury or harm occurred – not when it was discovered thereafter – is where it arose; otherwise, your claim is permanently barred.

Governing Law

No matter where you're located, the laws of the Republic of Estonia will govern these Terms and the parties' relationship as if you signed these Terms in Estonia, without regard to Estonia's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the Pärnu county court in Estonia for exclusive jurisdiction of any dispute arising out of or

related to your use of the Services or your breach of these Terms. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

Termination

We reserve the right to terminate your license to use our Services or block or prevent your access to the Site without providing you with notice or reason.

If we terminate your account, you must immediately stop using our Services and you agree not to attempt to regain access to our Services without our express permission. Such termination will result in the suspension or deletion of your account and access to your account. In the event of termination of your account, the provisions of this Agreement shall remain in effect, and we reserve the right to retain any data or information you have provided to us or posted on the Site. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

If you wish to terminate your account with us, please contact us at hello@nftsnafu.org. Terminating your account will not affect the availability of User Content that you posted through the Services prior to termination.

No Waiver

Our failure to exercise, or delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

Severability

If it turns out that any term or provision of this Agreement is invalid, void, or, for any reason, unenforceable, such term or provision will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of the term or provision will not affect any other terms of this Agreement.

Arbitration & Waiver of Class Action

The parties agree to arbitrate any dispute arising from this Agreement or your use of the Site on an individual basis. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY. The parties agree that: (i) any arbitration will occur in Estonia; and, (ii) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Supreme Court of Estonia, in the English language, and with limited discovery. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available to a court or other tribunal. THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND SNAFU COLLECTIVE WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION OR PROCEEDING.

Force Majeure

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

Assignment

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

Entire Agreement

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement) and every nature between us. Except as provided for above, any modification to this Agreement must be in writing and must be signed by both parties.

Questions or Comments

We welcome comments, questions, concerns, and suggestions. If you are interested in advertising on the Site, please send us a message at hello@nftsnafu.org.

We know that terms can be long. Thanks for making it to the end!